

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.06-075

ANNUAL REQUIREMENTS FOR

PROVIDING EMPLOYEE MEDICAL EXAMS

DATE: May 11, 2006

CONTRACT PERIOD: April 19, 2006 - April 19, 2007

CONTRACTOR: Saint Elizabeth Company Care
1000 West O Street Ste A
Lincoln, Nebraska 68528-1321

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Lisa Haas
Telephone No.: 402-475-6656
E-Mail Address: lhaas@stesz.org

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED CONTRACT FOR PROFESSIONAL SERVICES

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76229
Dated: 05/08/06

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, is made and executed in triplicate, by the City of Lincoln, Nebraska, ("City") and Saint Elizabeth Company Care, 1000 West "O" St., Suite A, Lincoln, NE 68528-9906 ("Provider"), individually referred to herein as "a party" and collectively, as the "parties."

WHEREAS, Provider provides physical exam services in Lincoln, Nebraska;

WHEREAS, the City requires physical exam services for its employees in Lincoln, Nebraska;

WHEREAS, the City desires to enter into an agreement with Provider to provide the physical exam services in accordance with the following terms;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Provider agree as follows:

SECTION I – SCOPE OF SERVICES

Provider agrees to perform physical exam services and other exam type services as request by the City for the following City departments at a minimum: (1) Police Department; (2) Fire Department; and (3) StarTran.

SECTION II – TERM

This contract shall be in effect for one (1) year from April 19, 2006 until April 19, 2007 and for two (2) subsequent one (1) year terms.

SECTION III – COMPENSATION

The City and the Provider agree that Provider shall be paid according to the following fee structure for the performance of Provider's services hereunder:

DOT Physical	\$40.00
Medical Exam (may include the following):	\$50.00
- In depth medical and occupational history	
- Physician/Physician Assistant Exam	
- Blood pressure/pulse resting	
- Blood pressure/pulse following activity of PFT	
- Vital signs	
- Height and weight	
- Vision/Color testing	
- Whisper hearing test if no audiogram indicated	
- Urinalysis (UA dip)	
EKG	\$45.00
PFT	\$25.00
Chemistry/Lipid/Thyroid/Hematology Profile	\$40.00

(Or \$20.00 per profile)	
Audiogram (if fails whisper test)	\$13.00
PPD for TB testing	\$20.00

Immunizations available upon request include:

Hepatitis B (series of three)	\$158.00
Tetanus	\$19.00
Influenza (based on 2006 prices)	\$19.00

Provider shall bill the City on a monthly basis for its services. The City agrees to pay Provider for its services hereunder within twenty-five (25) days following its receipt of said statement for services. Payment shall be made to Provider at 1000 West "O" St., Suite A, Lincoln, NE 68528-9906. In the event of termination, the amount due to Provider will be prorated based upon the percentage of completion of the services performed hereunder.

SECTION IV – ADDITIONAL SERVICES

The City and Provider agree that any request for services outside the scope of this contract shall require compensation to be paid to Provider on the basis of the fair and reasonable value of the additional services rendered, which value shall be mutually agreed to by the City and Provider. Provider agrees to provide to the City a written statement of the value of the additional services in advance of rendering such services. The City and Provider agree that Provider will not perform any additional services without first obtaining the City's written confirmation and acceptance of Provider's written statement for such services. The written statement, together with the City's signed confirmation, shall be made a part of and incorporated into this contract.

SECTION V – PROVIDER'S OBLIGATIONS

A. Provider shall perform all services under the direct supervision of a medical physician licensed to practice in the State of Nebraska.

B. Provider shall comply with all Federal and State laws and City ordinances applicable to the services provided hereunder.

C. Provider shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment because of race, color, religion, sex, or national origin pursuant to the requirements of Section 48-1122, Nebraska Revised Statutes, (Reissue 1993) and Section 11.08.160 of the Lincoln Municipal Code.

D. A representative from the Police Department, Mike Spadt of the Fire Department, and Mike Weston from StarTran shall have direct and responsible charge of this project and shall act as the City's authorized representatives. All changes in scope, plans, interpretation of specifications, or other matters requiring a decision on the part of the City will be made by the authorized representatives. Provider hereby agrees to contact the authorized representatives for any decision that requires a decision on the part of the City.

E. Provider shall indemnify and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising solely from the medical care or treatment given by Provider or Provider's agents, servants, or employees to the extent the same arise out of any services performed by Provider hereunder. In this connection, Provider shall carry insurance in the following kinds of minimum limits as indicated:

1. Worker's Compensation Insurance and Employer's Liability Insurance

The Provider shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all employees, and in the case of any work sublet, the Provider shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Provider shall take out and maintain during the life of this contract, Employer's Liability Insurance with the statutory limit in an insurance company authorized to write such insurance in all states where the Provider will have employees located in the performance of this contract, and the Provider shall require each of the subcontractors similarly to maintain common law liability.

2. Liability Insurance

a. The Provider shall maintain during the life of this contract, Liability Insurance, naming and protecting the Provider and the City of Lincoln against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by such insurance shall be as follows:

(1) Commercial General Liability	\$1,000,000 Each Occurrence
Bodily Injury & Property	\$1,000,000 Aggregate
Damage	
(2) Personal Injury	\$1,000,000 Each Occurrence
(3) Contractual Liability	\$1,000,000 Each Occurrence
(4) Products & Completed	\$1,000,000 Each Occurrence
Operations	

b. The Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (1) The coverage shall be provided under a *Comprehensive General Liability* form of policy or similar thereto.
- (2) The property damage coverage shall include a *Broad Form Property Damage Endorsement*.
- (3) *Contractual Liability* coverage shall be included.

(4) *Products Liability and/or Completed Operations* coverage shall be included.

3. Professional Liability Insurance

The Provider shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Provider against claims for damages resulting from the Provider's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than one million dollars.

4. Certificate of Insurance

The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Provider's work has been completed and accepted by the City. A certificate of insurance evidencing policies required shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

SECTION VI – TERMINATION

This contract may be terminated by either party at anytime without cause upon written notice to the other party.

SECTION VII – OWNERSHIP OF RECORDS

Any and all patient records, charts or other documents produced as a result of Provider's performance under this contract shall be and remain the property of Provider. Both during and after the term of this contract, the City may be permitted to inspect and/or duplicate, at the City's sole cost and expense, any individual chart, record or other document; provided, however, that such inspection or duplication is permitted and conducted pursuant to law and to commonly accepted standards of patient confidentiality. The City shall be solely responsible for maintaining confidentiality with respect to any information obtained by it pursuant to this Section. For purposes of HIPAA, Provider agrees that it will treat patient information consistent with HIPAA for Protected Health Information, including using appropriate safeguards to prevent misuse or inappropriate disclosure of patient information, and immediately report any improper use or disclosure of patient information related to this contract to the City.

SECTION VIII – INDEPENDENT CONTRACTOR

In the performance of the duties and obligations of Provider under this contract, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine; that the City shall neither have nor exercise any control or discretion over the methods by which Provider shall perform its work and functions; and that the sole interest of the City is that the services under this contract are performed and rendered in a competent, efficient and satisfactory manner in accordance with community medical standards. It is expressly agreed by the parties hereto that no work, act, commission or

omission of Provider shall be construed to make or render Provider the agent, employee or servant of the City.

SECTION IX – NOTICES

Whenever under the terms of this contract written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to the party to whom it is to be given, at the address set forth herein. Any party hereto may change its address by written notice in accordance with this Section.

SECTION X – HEADINGS

The headings of the sections of this contract are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

SECTION XI – GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

SECTION XI – PARTIAL INVALIDITY

If any provision of this contract is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this contract, unless such invalidity or unenforceability would defeat an essential business purpose of this contract.

SECTION XII – CUMULATION OF REMEDIES

The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this contract, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

SECTION XIII – SUCCESSORS AND ASSIGNS

This contract and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees.

SECTION XIV – WAIVER

No waiver of or failure by any party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

SECTION XV – TIME OF ESSENCE

The parties agree that time is of the essence throughout the term of this contract and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

SECTION XVI – NO JOINT VENTURE

It is expressly agreed and understood by the parties hereto that neither party is an agent, partner, or joint venturer with or of the other.

SECTION XVII – EXPENSES

Except as may be specifically provided for in this contract, all parties shall bear their own expenses incurred in connection with this contract and the transactions contemplated herein, including, but not limited to, legal and accounting fees.

SECTION XVIII – FURTHER ASSURANCES

Each party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

SECTION XIX – NO THIRD PARTY RIGHTS

This contract has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this contract is intended to confer any rights or remedies under or by reason of this contract on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this contract is intended to relieve or discharge the obligation or liability of any third persons to any party to this contract.

SECTION XX – STATUTES AND REGULATIONS

Any reference in this contract to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation ruling, or administrative order or decree.

SECTION XXI – PLURALS/PRONOUNS/GENDER

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as appropriate.

SECTION XXII – LOCATIVE ADVERBS

Whenever in this contract the locative adverbs "herein" or "hereunder" are used, the same shall be understood to refer to this contract in its entirety and not to any specific article, section, subsection, subpart, paragraph or subparagraph.

SECTION XXIII – ASSIGNABILITY

Except as otherwise expressly provided in this contract, neither party may assign any of its rights or obligations under this contract without the prior written consent of the other party. Except as specifically provided in this contract, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

SECTION XXIV – ENTIRE AGREEMENT

This contract supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this contract.

SECTION XXV – AMENDMENTS

This contract may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

SECTION XXVI – GENERAL INTERPRETATION; AMBIGUITIES

The terms of this contract have been negotiated by the parties hereto and the language used in this contract shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

SECTION XXVII – COUNTERPARTS

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have entered into this contract to effective as of the date set forth above in Section II.

ATTEST:

Jan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

By: Calvin J. Seung

Mayor

Approved by Executive Order No. 076223

Dated May 8, 2006

Saint Elizabeth Company Care
1000 West "O" Street, Ste. A.,
Lincoln, NE 68528

By: Robert J. Lant

Dated: 4/21/06

Saint Elizabeth Company Care

March 30, 2006

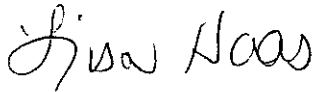
Vince Mejer, Purchasing Agent
City of Lincoln
440 South 8th Street, Room 200
K Street Complex
Lincoln, NE 68508

Dear Mr. Mejer:

Saint Elizabeth Company Care was just notified today that our cost for the tetanus serum has increased. Our cost is \$27.00. We will need to change price quoted in the bid to \$27.00 to reflect this increase.

Thank you for your understanding and we apologize for any inconvenience this may have caused.

Sincerely,



Lisa Haas
Operations Manager
Saint Elizabeth Company Care